

C923724

DEED

DEED RECORDS
VOL 7632 PAGE 228

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That Shell Oil Company, a Delaware corporation and successor to Shell Oil Company, Incorporated, herein called "Shell", for and in consideration of the sum of \$32,000.00, receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey to The Lubrizol Corporation, herein called "Grantee", subject to the covenants, conditions, exceptions and reservations set out below, the following described land in Harris County, Texas:

2.155 acres of land, more or less, situated in the George M. Patrick Survey, Abstract 624, Harris County, Texas, being more particularly described as follows:

COMMENCING at a concrete monument set for the southeast corner of a 11.833-acre tract surveyed for The Lubrizol Corporation, said monument being located South 00°52' East - 1958.3 feet and West - 80.0 feet from a Rail Road rail set in concrete on the south right-of-way of Harris County Navigation District Port Terminal Rail Road, said commencing point also being on the west right-of-way of the New Tidal Road;

THENCE South 00°52' East along the west right-of-way of said road a distance of 743.5 feet to a 5/8" re-inforcing rod set for the southeast corner of a 10.00-acre tract sold to The Lubrizol Corporation and the PLACE OF BEGINNING for the herein described tract;

THENCE Continuing South 00°52' East along the west right-of-way of said road, a distance of 180.0 feet to a 5/8" re-inforcing rod set for the southeast corner of the herein described tract;

THENCE West, a distance of 508.8 feet to a 5/8" re-inforcing rod set for the southwest corner of the herein described tract;

THENCE North 08°50' West, a distance of 182.2 feet to the southwest corner of the aforesaid 10.00-acre tract;

THENCE East with the south line of the said 10.00-acre tract, at 44.0 feet pass a 5/8" re-inforcing rod set in concrete, continuing for a total distance of 534.0 feet to the PLACE OF BEGINNING and containing 2.155 acres of land, more or less.

Subject to the following exceptions, reservations, and agreements:

1. Existing licenses, easements and rights-of-way on, across and under said land for any pipelines now located on said land.
2. A supplemental agreement of even date between the parties hereto concerning the oil, gas and mineral rights in said land.

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HARRIS COUNTY, TEXAS
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to have and to hold the same unto Grantee, its successors and assigns forever, and Shell does hereby warrant and will forever defend the same unto Grantee, its successors and assigns, against the lawful claims of persons claiming by, through or under Shell but not otherwise.

This conveyance is subject to the covenant, hereby made by Grantee, and the condition that Grantee, its successors and assigns, shall not at any time withdraw subsurface water from beneath said 2.155 acres of land for any purpose at a rate in excess of 40 gallons per minute. If this covenant and condition is broken, title to the 2.155 acres herein conveyed will revert to Shell, its successors or assigns, upon re-entry by Shell, or its successors or assigns, on said premises and repayment to Grantee, or its successors and assigns, of the consideration above specified; provided that such re-entry and repayment may be made only if Grantee, its successors or assigns, withdraws water in excess of the rate specified after 30 days' written notice of the breach and if the re-entry and repayment is within 90 days after such notice. Failure to act in the event of any breach or after any notice of breach shall not constitute a waiver as to subsequent breaches of this covenant and condition. At the time of such reversion of title, and as evidence thereof, Grantee, its successors and assigns, shall execute and deliver to Shell a conveyance of said 2.155 acres.

Taxes for the current year will be prorated to the date hereof. Shell agrees to reimburse Grantee for Shell's share of such taxes promptly upon receipt of Grantee's invoice.

IN WITNESS WHEREOF, this instrument is executed as of the 21st day
of May, 1969.

ATTEST:

SHELL OIL COMPANY

DELL DEL CON
INCORPORATED
1917
J. E. Ward
Assistant Secretary
1917
DELAWARE

By A. E. W.
Vice President

DEED RECORDS
VOL 7632 PAGE 230

STATE OF NEW YORK
COUNTY OF NEW YORK

105-37-1380

Before me, the undersigned authority, on this day personally
appeared H. E. WALKER, Vice President of Shell Oil Company, a corporation,
known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same as the act
and deed of said corporation, for the purposes and consideration therein
expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 21ST day
of MAY, 1969.



Howard C. Burchfield
Notary Public in and for
New York County, New York

HOWARD C. BURCHFIELD
NOTARY PUBLIC, State of New York
No. 39-050329
Qualified in Nassau County
Cert. Filed in New York County
Commission Expires March 30, 1971

DEED RECORDS
VOL 7632 PAGE 231

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

JUN - 31 1969



Robert Montgomery
COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO:
J. G. LAWHON
2218 FIRST CITY NATIONAL BANK BLDG.
HOUSTON 2, TEXAS

105-37-1381